

USAID Project No.386-0534

FIFTH AMENDATORY AGREEMENT

TO THE

PROJECT GRANT AGREEMENT

BETWEEN

THE PRESIDENT OF INDIA

AND

THE UNITED STATES OF AMERICA

FOR

GREENHOUSE GAS POLLUTION PREVENTION PROJECT

Dated: September 26, 2001

USAID Project No.386-0534

FIFTH AMENDATORY AGREEMENT TO THE PROJECT GRANT AGREEMENT FOR
GREENHOUSE GAS POLLUTION PREVENTION PROJECT

BETWEEN

The President of India

(hereinafter referred to as the "Grantee")

and

The United States of America, acting through the

United States Agency for International Development ("USAID")

Dated: September 26, 2001

Article I: Purpose of Amendment

The purpose of this Fifth Amendatory Agreement to the Project Grant Agreement for the Greenhouse Gas Pollution Prevention Project entered into on the 10th of April, 1995 ("Original Agreement") is to grant an additional Three Million Eight Hundred Thousand U.S. Dollars (\$3,800,000) to the Grantee.

Article II: Financing

A. Section 3.1 of the original agreement is hereby deleted in its entirety and the following substituted in its stead.

"Section 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant to the Grantee under the terms of this Agreement not to exceed Twenty-Five Million Seven Hundred Twenty-Two Thousand U.S. Dollars (\$25,722,000) ("Grant"). **[The Grant is composed of Nine Million Five Hundred Thousand U.S. Dollars (\$9,500,000) under the terms of the Original Agreement; Nine Million Four Hundred Twenty-Two Thousand U.S. Dollars (\$9,422,000) under the terms of the First Amendatory Agreement; Two Million U.S. Dollars (\$2,000,000) under the terms of the Second Amendatory Agreement; One Million U.S. Dollars (\$1,000,000) under the terms of the Third Amendatory Agreement; and Three Million Eight Hundred Thousand U.S. Dollars (\$3,800,000) under the terms of this Fifth Amendatory Agreement].** The Grant may be used to finance foreign exchange costs as defined in Section 6.1. and local currency costs as defined in Section 6.2 of the Original Agreement, of goods and services required for the Project."

C. The original Illustrative Summary of the Project Costs, as shown in Attachment A to Annex I of the Original Project Grant Agreement, as previously

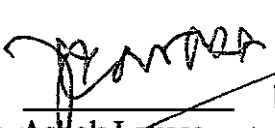
amended, is hereby deleted in its entirety and is replaced by the Illustrative Summary of the Project Costs as shown in Attachment A to this Fifth Amendatory Agreement.

Article IV: Other Terms and Conditions

All other terms and conditions of the Original Agreement, as previously amended, shall remain in full force and effect.

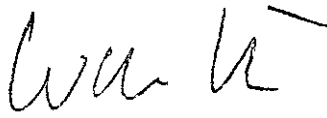
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Fifth Amendatory Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA

By: 
 Name: Ashok Lavasa
 Title: Joint Secretary
 Department of Economic Affairs
 Ministry of Finance
 Government of India

18/11/01

UNITED STATES OF AMERICA

By: 
 Name: Walter North
 Title: Director
 United States Agency for
 International Development
 Mission to India

GREENHOUSE GAS POLLUTION PREVENTION PROJECT (386-0534)
ILLUSTRATIVE SUMMARY OF PROJECT COSTS*
UP TO AND INCLUDING FIFTH AMENDATORY AGREEMENT
(IN THOUSANDS OF U.S. DOLLARS)

S.No.	Project Element	Obligation this Fifth Amendment				Cumulative Obligation				Planned Life of Project Obligation			
		USAID		HCC**		USAID		HCC**		USAID		HCC	
		FX	LC	Total	Project Total	FX	LC	Total	Project Total	FX	LC	Total	Total
I.	Investments												
	a. ABC	0	0	0	0	0	6,788	6,788	86,034	0	6,788	6,788	66,034
	b. ECC	1,200	0	1,200	1,200	1,200	0	1,200	1,200	2,500	0	2,500	21,014
II.	Technical Assistance												
	a. Start-up activities	0	0	0	0	140	34	174	174	140	34	174	174
	b. Long term technical advisers	0	0	0	0	1,301	0	1,301	1,301	1,301	0	1,301	1,301
	c. Short term consultants (US and Indian)	0	0	0	0	4,695	793	5,488	5,488	4,695	793	5,488	5,488
	d. Office Support	0	0	0	0	65	275	340	340	65	275	340	340
	e. CCS TA	2,350	0	2,350	2,350	6,850	1,053	7,903	10,188	11,126	4,715	15,841	20,941
III.	Training												
	a. Local Training	0	0	0	0	0	81	81	111	0	81	81	111
	b. US Training	0	0	0	0	822	0	822	887	822	0	822	887
	c. CCS Training	300	0	300	300	500	100	600	650	1,268	744	2,012	2,712
IV.	Project Implementation												
		0	50	50	50	100	275	375	375	100	425	525	525
V.	Evaluation												
		0	0	0	0	120	30	150	150	420	30	450	450
VI.	Audit												
		0	0	0	0	0	100	100	100	0	300	300	300
VII.	Administrative and Other												
	a. IDBI	0	0	0	0	0	300	300	9,975	0	300	300	10,875
	b. ICICI	0	(100)	(100)	(100)	0	100	100	100	0	200	200	200
VIII.	Contingency/Inflation												
		0	0	0	0	0	0	0	0	926	952	1,878	1,878
	TOTAL	3,850	(50)	3,800	0	15,793	9,929	25,722	71,351	23,363	15,637	39,000	133,230

* Either party may unilaterally, with written notice to the other, adjust line items in this budget to a maximum of 10% per line item, provided, however, that the total obligated amount as shown in the budget is not exceeded; the total contribution by the Grantee is not reduced; and the amount budgeted for evaluation/audit is not reduced.

** The exchange rate for determining the amount of host country contribution (HCC) over the life of the project is \$1.00=Rs.31.25

*** HCC to be provided by subproject participants and development finance institutions to be identified at a later date between the parties.

**** HCC to be provided by subproject participants and development finance institutions to be identified at a later date between the parties; this contribution is completely separate from the estimated contribution to be made by NTPC for the ECC-TA subcomponent; the total estimated HCC from NTPC is \$9.675 million.

***** Budget line items show the inter-line item realignment vide PIL nos. 14, 17, 19 and 20.

ABC - Alternative Bagasse Cogeneration

ECC - Efficient Coal Conversion

CCS - Climate Change Supplement